

RESOLUTION 2021-128

**SHARED SERVICE AGREEMENT
FOR THE COUNTY OF MONMOUTH TO PROVIDE
THE iTaxMap/Collaboration Center SYSTEM**

THIS SHARED SERVICE AGREEMENT (the “Agreement”) is made this 7th day of October, 2021 by and between the COUNTY OF MONMOUTH, a body politic of the State of New Jersey, having its principal offices located at the Hall of Records, 1 E. Main Street, Freehold, New Jersey 07728 and the Township of Aberdeen, in the County of Monmouth, a municipal corporation of the State of New Jersey, having its principal offices located at 1 Aberdeen Square, Aberdeen, NJ 07747, (referred to as the “municipality”).

WHEREAS, The Uniform Shared Services and Consolidation Act (C.40A:565-1, et seq.), authorizes local units of this State to enter into a contract with any other local unit(s) for the joint provision within their several jurisdictions of any service, which any party to the agreement is empowered to render within its own jurisdiction; and

WHEREAS, each municipality is to provide for the preparation of yearly revisions to the tax map under New Jersey State law N.J.A.C. 18:23A-1.1, and this legal requirement is not followed by all municipalities based on limited financial, technical and professional resources; and

WHEREAS, each physical description of a parcel of land drives the mass-appraisal calculation of the land portion of its property tax assessment, and land data inaccuracies and errors lead to poor distribution of the annual tax levy, potentially resulting in years of tax bill overpayments and underpayments; and

WHEREAS, a County-to-Municipality shared services program would provide map conversion and maintenance services, ushering in the transition from analog to a Countywide standard of state-certified digital tax maps for all 53 municipalities; and

WHEREAS, the intent of the digital tax map shared services program is to reduce municipality costs in complying with the law and provide for the most up-to-date GIS parcel layer and tax map data for public and government stakeholders; and

WHEREAS, the Commissioners have approved the awarding of a contract for digital tax mapping in Resolution # 2021-0552; and

WHEREAS, this service provides participating municipalities with numerous benefits, including: anticipated cost-savings through economies-of-scale; reduce cost to comply with state regulations and standards; transition from analog to state-certified digital maps; streamlined editing and ongoing maintenance procedures; more consistent and accurate municipal and County-wide information; unprecedented assemblage of data made available to taxpayers, municipalities and the County; and seamless flow of tax information into GIS and additional information systems.

NOW, THEREFORE, in consideration of the above and the provisions set forth hereinafter, it is mutually agreed as follows:

IT IS AGREED:

1. Grant of Sublicense. Monmouth hereby grants the municipality use of the Collaboration Center as provided by Civil Solutions, under the terms of this Agreement.

2. Costs.

(a) There are no costs for municipality for the initial two (2) years of the service. During the initial two (2) years of the agreement the County shall pay for the conversion and maintenance of all parcels within the municipality to a County/State digital standard.

(b) Once all municipalities who have agreed to participate have been brought to the County/State digital standard, a per parcel annual maintenance cost shall be determined and presented to all municipalities for review and consideration.

(c) The County shall pay for all costs associated with the maintenance and hosting of the iTaxMap/Collaboration applications within the County's IT facilities.

(d) Any and all additional costs of releases or other future add-ons, will be mutually agreed upon by the municipalities.

3. Other Costs.

(a) The municipality will retain Civil Solutions directly to perform any customization, data conversion or future additional training and implementation services required by the municipality.

(b) The municipality will also provide the necessary personal computer(s), printer(s) and internet connection for the proper operation of iTaxMap/Collaboration Center System. For current operating requirements, see Exhibit "A" attached.

4. iTaxMap/Collaboration Center System access through Civil Solutions.

- (a) Each participating municipality has access to the iTaxMap/Collaboration Center system
- (b) Each municipality is entitled to two (2) named users accounts to access the Collaboration Center system, one of which shall be the municipal Assessor.

5. Maintenance and Support.

- (a) The Monmouth County Office of Geographic Information Systems will procure and maintain vendor software licensing. Civil Solutions is responsible for maintenance and upgrades to the iTaxMap System.
- (b) Municipalities will have access to Civil Solutions' technical help and support services to assist questions regarding the iTaxMap System.
- (c) In the event of any major changes in the maintenance and support arrangements with iTaxMap System, all municipalities in good standing under this Agreement will receive prior and timely notification of such changes.

6. Copyright & Trademark Acknowledgement.

- (a) The iTaxMap System product is the exclusive property of Civil Solutions, a Division of ARH. Civil Solutions owns the title, copyright, and other intellectual property rights in web-based software. The iTaxMap System is licensed, not sold. The iTaxMap System is protected by copyright and other intellectual property laws and treaties. Except for those rights expressly granted by ARH, Civil Solutions retains all proprietary rights to the iTaxMap System.
- (b) The iTaxMap System may not be reproduced, exploited, modified, transmitted, licensed or distributed without the prior written consent of Civil Solutions. The licensee, municipalities and other users shall not disassemble; decompile, or reverse engineer Civil Solutions products.

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All rights reserved.

7. Ownership of Images, Metadata, and Database Information.

- (a) Municipality is solely responsible for the selection of indexing templates and the entry of indexing utilized in the retrieval of images and other content.
- (b) All data, associated metadata and database information of the municipality remain the sole property of the municipality. Unless required by law, Monmouth may not make any portion of this information deposited in the repository available to the public without the prior written consent of the municipality.

8. Term of Agreement.

This Agreement shall be effective through (December 31, 2025), unless sooner terminated or extended.

9. Termination of Agreement.

- (a) Either party has the right to terminate this Agreement upon ninety (90) days written notice to the other party. In addition, Monmouth may terminate this Agreement, upon thirty (30) days' notice, if the municipality fails to make timely payment(s) required under this Agreement.
- (b) If the underlying agreement between Monmouth and Civil Solutions is terminated for any reason, Monmouth shall promptly notify all municipalities of such termination and the effective termination date, whereupon this Agreement shall terminate.
- (c) If the agreement between Monmouth and the municipality is terminated for any reason, upon the written request of the municipality, Monmouth shall, within sixty (60) days from the effective termination date, provide the municipality with a copy of all data and metadata stored within the iTaxMap System for the municipality ("municipality's data"). At Monmouth's discretion, delivery may be on any standard media including, but not limited to CD, DVD or removable HDD. Upon delivery, Monmouth shall retain no custodial right or duty with regard to the municipality's data.

10. Dispute Resolution.

- (a) Monmouth agrees to continue providing the municipality access to the iTaxMap System web-based interface and all data during the pendency of a dispute.

11. Limitation of Liability/Indemnification.

- (a) Monmouth makes no warranties, either express or implied under this Agreement. Monmouth shall not be liable to the municipality for damages of any kind arising from Monmouth's non-performance or flawed performance under this Agreement.
- (b) The municipality shall defend, indemnify and hold harmless Monmouth, its officers, agents and employees from and against any and losses, costs, damages, claims, suits and/or liabilities (including counsel fees and cost of suit), to which Monmouth may be subject by reason of any actions or inactions by the municipality, its officers, agents and employees.

12. Terms of Use and Notices.

In order to access the iTaxMap System, the municipality and its external authorized users must agree to the Terms of Use posted thereon, a copy of which is attached hereto, as Exhibit "B". By executing this Agreement, the municipality agrees to the terms of Exhibit "B".

13. Support Process.

The iTaxMap System Product Support process attached hereto as Exhibit "A" is incorporated herein.

14. Changes.

The terms and conditions of this Agreement may not be amended, waived or modified, except in a writing signed by the parties.

15. Force Majeure.

A party shall not be liable for any failure of or delay in the performance of this Agreement for the period of time that such failure or delay is (a) beyond the reasonable control of a party, including, without limitation, acts of God, terrorist acts, shortage of supply, breakdowns or malfunctions, interruptions or malfunctions of computer facilities, or loss of data due to power failures or mechanical difficulties with information storage or retrieval systems, labor difficulties, war, or civil unrest, and (b) materially affects the performance of any of its obligations under this agreement, and (c) could not reasonably have been foreseen or provided against. The affected party shall provide the other with prompt notice, as soon as practicable, any such delay or failure in performance occurs and keep the other party apprised of developments and mitigation effort with respect thereto. No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached the Agreement, for the

delay in performance of this Agreement when and to the extent such failure or delay is caused by acts beyond the parties' control.

16. Choice of Law.

This Agreement shall be governed by and interpreted in accordance with the laws of the State of New Jersey.

17. Filing of Agreement.

Monmouth's Clerk of the Board shall file a fully executed copy of this Agreement with the Division of Local Government Services, New Jersey Department of Community Affairs in accordance with N.J.S.A. 40A:65-4(b).

18. Authority to Execute Agreement.

Each party to this Agreement represents to the other party that its governing body has taken the necessary action to authorize the execution of this Agreement.

19. Counterparts.

This Agreement may be fully executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one agreement binding upon all parties, notwithstanding that all parties have not signed the same counterpart. Such executions may be transmitted to the parties electronically or by facsimile, and such electronic or facsimile execution shall have the same force and effect as an original signature.

20. Notices.

Any notices that are provided pursuant to this Agreement shall be in writing (including facsimile and electronic transmissions) and mailed or transmitted or delivered as follows:

To Monmouth:

County of Monmouth
1 East Main Street
Freehold, NJ 07728
Attn: Teri O'Connor, Administrator
Email: Teri.O'Connor@co.monmouth.nj.us
Fax: 732-409-4820

County of Monmouth
1 East Main Street
Freehold, NJ 07728
Attn: Elizabeth Perez, Shared Services Coordinator
Email: elizabeth.perez@co.monmouth.nj.us
Fax:

To the Municipality:

Or to such other address or individual as any party may from time to time notify the other.

IN WITNESS WHEREOF, the parties have executed this Agreement.

ATTEST:

COUNTY OF MONMOUTH

Clerk of the Board

By: _____
Commissioner Director

Date: _____

ATTEST:

By: _____
Title: _____

Date: _____

Exhibit "A"

END USER PC(s)

Support Services:

- *Civil Solutions Collaboration Center is a web-centric tool that allows users to:*
 - *Input change requests; upload attachments for documentation and support*
 - *Track work order status*
 - *View completed tax map products via direct link*
 - *View backup documentation, uploaded in original order, via direct link*
 - *Track all map change requests and responsible parties*
 - *Track dates submitted, changed and state approved*

Supported Browser Versions:

- The iTaxMap System is supported in the most recent and second most recent versions of Mozilla Firefox, Microsoft Edge and Google Chrome.
- They do not support Internet Explorer 9 and below.
- JavaScript needs to be enabled on your web browser.

Suggested System Specifications for Basic Browsing:

- PC with at least 2GB of RAM, or
- Modern tablet devices, and
- Latest version of Mozilla Firefox, Microsoft Edge, or Google Chrome

Suggested System Specifications for Advanced or Professional Use:

- PC with at least 8GB of RAM, and
- Latest version of Mozilla Firefox, Microsoft Edge, or Google Chrome